



General Assembly

February Session, 2010

Amendment

LCO No. 5555

SB002180555HDO

Offered by:

REP. FOX, 146th Dist.

REP. FLEXER, 44th Dist.

REP. CHAPIN, 67th Dist.

SEN. DOYLE, 9th Dist.

SEN. DUFF, 25th Dist.

SEN. STILLMAN, 20th Dist.

To: Subst. Senate Bill No. 218

File No. 245

Cal. No. 404

"AN ACT CONCERNING SAFE HAVEN CASES."

1 After the last section, add the following and renumber sections and
2 internal references accordingly:

3 "Sec. 501. Section 2 of substitute house bill 5246 of the current
4 session, as amended by House Amendment Schedule "A", is repealed
5 and the following is substituted in lieu thereof (*Effective October 1,*
6 *2010*):

7 (a) Notwithstanding the provisions of chapters 830 and 831 of the
8 general statutes, for rental agreements entered into or renewed on or
9 after [December 31, 2010] January 1, 2011, any tenant who (1) is a
10 victim of family violence, as defined in section 46b-38a of the general
11 statutes, and (2) reasonably believes it is necessary to vacate the
12 dwelling unit due to [a fear for the tenant's or the tenant's child's
13 personal safety] fear of imminent harm to the tenant or a dependent of
14 the tenant because of family violence, may terminate [the] his or her

15 rental agreement with the landlord for the dwelling unit that the
16 tenant occupies without penalty or liability for the remaining term of
17 the rental agreement [upon giving not less than thirty calendar days'
18 written notice to the landlord of such dwelling unit] by giving written
19 notice to the landlord at least thirty days prior to the date the tenant
20 intends to terminate the rental agreement.

21 (b) Such notice shall include: [(A)] (1) A statement made under oath
22 or affirmation that (A) the tenant or a dependent of the tenant is a
23 victim of family violence; (B) [a statement that] the tenant intends to
24 terminate the rental agreement and the date of such intended
25 termination; and (C) the tenant has vacated the premises and removed
26 all of his or her possessions and personal effects or, prior to the date of
27 such termination, will vacate the premises and remove all of his or her
28 possessions and personal effects and, if such possessions and personal
29 effects have not been removed by the date of such termination, has
30 abandoned such possessions and personal effects; and [(C)] (2) (A) a
31 copy of a police or court record [related to the family violence or a
32 signed written statement that the tenant or the tenant's child is a victim
33 of family violence, provided such statement is from an employee or
34 agent of a victim services organization, an employee of the Office of
35 Victim Services within the Judicial Department or the Office of the
36 Victim Advocate, or a medical or other licensed professional from
37 whom the tenant or the tenant's child has sought assistance with
38 respect to family violence] detailing an act of family violence against
39 the tenant or the tenant's dependent that is dated not more than ninety
40 days prior to the date of the tenant's notice, or (B) a signed written
41 statement from an employee of the Office of Victim Services within the
42 Judicial Department or the Office of Victim Advocate detailing an act
43 of family violence against the tenant or the tenant's dependent that is
44 dated not more than thirty days prior to the date of the tenant's notice.

45 [(b)] (c) The tenant's termination of [the] his or her rental agreement
46 with the landlord pursuant to this section shall not relieve (1) the
47 tenant from liability to the landlord for any rent arrearage incurred
48 prior to such termination of the rental agreement or from liability to

49 the landlord for property damage caused by the tenant, or (2) any
50 other tenant from liability to the landlord under the rental agreement.

51 (d) If the tenant terminates his or her rental agreement with the
52 landlord pursuant to this section, any occupant without the right or
53 privilege to occupy such dwelling unit shall vacate the premises prior
54 to the date of such termination.

55 (e) If such tenant or occupant fails to vacate the premises as of the
56 date of such termination, the landlord may bring an action pursuant to
57 chapter 832 of the general statutes.

58 ~~[(c)]~~ (f) The landlord may bring an action in the housing session of
59 the Superior Court for injunctive relief to prevent the termination of
60 the rental agreement if the requirements set forth in [subsection (a) of]
61 this section for such termination have not been satisfied."